

# ***AMENDED AGENDA***

## **BOARD OF CONTROL**

***Auditorium***  
***Monday, June 1, 2020 2:30 PM***

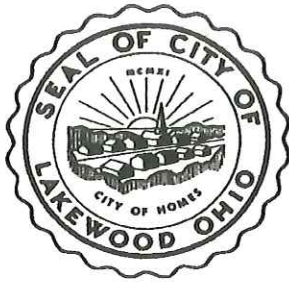
<b>Action</b>	<b>Description</b>	<b>Reference No.</b>
1. Amend – Prisoner Full Jail Service (adding Geauga County)		BC-20-134 general fund
2. Award – Fiber Optic Network Upgrade - PLC/SCADA System Upgrade		BC-20-135 capital lease
3. Award – Site to Receive & Process Recycling		BC-20-136 general fund
4. Award - Automated Side-Load Refuse Truck		BC-20-137 capital lease
5. Award – Prof Svs – Risk Mgmt Consulting Services		BC-20-138 general admin fund

**Item added to agenda June 1, 2020:**

- |  |                              |
|--|------------------------------|
| 6. Amend – Prof Svs – No Further Action Letter for former Lkwd Hosp site | BC-20-139 Lkwd hosp rev fund |
|--|------------------------------|

Due to Social Distancing rules, please plan to meet in Auditorium and wear masks

***Next Meeting is Monday,  
June 15, 2020; 2:30 PM***



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-20-134

June 1, 2020

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Amend Contract – Prisoner Full Jail Service**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Safety; Division of Police, and the attached letter of recommendation, I am submitting for your consideration this request to amend a requirement contract for the City's Prisoner Full Jail Service to include the Geauga County Jail in conjunction with Huron County, the city of Bay Village, and/or the city of Solon in an aggregate amount not to exceed \$33,000 for Fiscal Year 2020. The service provides for the care and boarding of prisoners detained for extended periods of time. The city of North Royalton no longer provides Prisoner Full Jail Service.

Contracting Authority:	Ordinance 33-19A \$200,000
Contracting Balance:	\$168,000 / \$168,000
Funding:	General Fund
Account Distribution:	101-2030-441-39-05 \$33,000
Account Balance:	\$33,000 / \$0
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / c/c ____
Object Code:	Contractual Services
Commodity Code:	962-068
Bid Reference:	Restricted Sources

  
Kim Deyarmin  
Purchasing Manager

	Approved	Disapproved	Date
<b>Roman Ducu,</b> Director of Public Works	_____	_____	_____
<b>Brian T. Corrigan,</b> Director of Law	_____	_____	_____
<b>Peter Rancatore,</b> Director of Finance	_____	_____	_____
<b>Meghan F. George,</b> Mayor	_____	_____	_____





12650 Detroit Avenue • 44107  
Timothy J. Malley Chief of Police

Division of Police  
216-529-6751  
FAX 216-521-7727  
[www.onelakewood.com](http://www.onelakewood.com)  
[police@lakewoodoh.net](mailto:police@lakewoodoh.net)

May 26, 2020

City of Lakewood  
12650 Detroit Ave.  
Lakewood, OH 44107

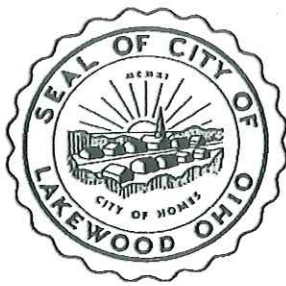
The purpose of this letter is to recommend that the city enter into an agreement with the Geauga County Sheriff's Office for use of the sheriff's jail facilities.

The Geauga County Jail is a full-service facility that charges \$75 per day for the housing of inmates. This jail will be used when inmates are sentenced to sentences under the Lakewood Codified Ordinances. The Lakewood Police Department Jail is a twelve-day facility and uses other contracted jails to house sentenced inmates greater than twelve days.

I recommend your favorable consideration in this matter. Should you have questions, please feel free to contact me at 216 529-6751 or email [gary.stone@lakewoodoh.net](mailto:gary.stone@lakewoodoh.net)

Sincerely,  
Gary D. Stone, Captain  
Jail Administrator





12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-20-021

January 21, 2020

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Renew Contract – Prisoner Full Jail Service**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Safety; Division of Police, and the attached letter of recommendation, I am submitting for your consideration this request to renew a requirement contract to Huron County, the city of Bay Village, and/or the city of North Royalton for the City's Prisoner Full Jail Service in an aggregate amount not to exceed \$33,000 for Fiscal Year 2020. The service provides for the care and boarding of prisoners detained for extended periods of time.

Contracting Authority:	Ordinance 33-19 \$200,000
Contracting Balance:	\$200,000 / \$168,000
Funding:	General Fund
Account Distribution:	101-2030-441-39-05 \$33,000
Account Balance:	\$33,000 / \$0
Contract Approved by Law:	Yes <input checked="" type="checkbox"/> / No <input type="checkbox"/> / PO <input type="checkbox"/> / c/c <input type="checkbox"/>
Object Code:	Contractual Services
Commodity Code:	962-068
Bid Reference:	Restricted Sources

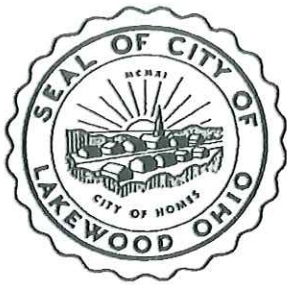
  
Kim Deyarmin  
Purchasing Manager

*original Award*

	Approved	Disapproved	Date
Roman Ducu, Director of Public Works	<u>RD</u>	_____	<u>1-21-2020</u>
Brian T. Corrigan, Director of Law	<u>BIC</u>	_____	<u>1/21/2020</u>
Keith Schuster, Acting Director of Finance	<u>KS</u>	_____	<u>1-21-20</u>
Meghan F. George, Mayor	<u>MG</u>	_____	<u>1/21/2020</u>







12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-20-058

February 18, 2020

Board of Control  
City of Lakewood, Ohio 44107

Subject: **Amend** Contract – Prisoner Full Jail Service

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Safety; Division of Police, and the attached letter of recommendation, I am submitting for your consideration this request to amend a requirement contract for the City's Prisoner Full Jail Service to include the City of Solon in conjunction with Huron County, the city of Bay Village, and/or the city of North Royalton in an aggregate amount not to exceed \$33,000 for Fiscal Year 2020. The service provides for the care and boarding of prisoners detained for extended periods of time.

Contracting Authority:	Ordinance 33-19 \$200,000
Contracting Balance:	\$168,000 / \$168,000
Funding:	General Fund
Account Distribution:	101-2030-441-39-05 \$33,000
Account Balance:	\$33,000 / \$0
Contract Approved by Law:	Yes <input checked="" type="checkbox"/> / No <input type="checkbox"/> / PO <input type="checkbox"/> / c/c <input type="checkbox"/>
Object Code:	Contractual Services
Commodity Code:	962-068
Bid Reference:	Restricted Sources

*Kim Deyarmin*  
Kim Deyarmin  
Purchasing Manager

*First Amendment*

	Approved	Disapproved	Date
Roman Ducu, Director of Public Works	<i>RD</i>		<i>2-18-20</i>
Brian T. Corrigan, Director of Law	<i>BT</i>		<i>2/18/2020</i>
Keith Schuster, Acting Director of Finance	<i>KS</i>		<i>2-18-20</i>
Meghan F. George, Mayor	<i>MG</i>		<i>2/18/2020</i>



May 27, 2020 1:32:51 PM EDT

File

Edit

Commands

Help

SUPERION

NaviLine®

101-2030-441.39-05

Account miscellaneous

Budget miscellaneous

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Print

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Previous acc...

Next account

2019

2021

Account activi...

Pending trans...

Images

Budget alloca...

Account information

Q Contractual Services / Prisoner Care & Board

Fiscal year: 2020 Dr

Budget: 33,000.00

Committed: 33,325.51

Q Balance: 325.51-

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Totals
Q 01 January	11,059.36	11,059.36
Q 02 February	5,042.27	16,101.63
Q 03 March	9,881.60	25,983.23
Q 04 April	2,770.28	28,753.51
Q 05 May	.00	28,753.51
Q 06 June	.00	28,753.51

Payment information

Vendor	(* indicates pending)	Total
Q HURON COUNTY SHERIFF'S OFFICE		21,428.00

Encumbrances

P0 #	Vendor	Balance
Q 092043	HURON COUNTY SHERIFF'	4,572.00

Pre Encumbrances

Type	Req/P0	Project	Balance
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Segment/Balance Details

Fund	101	General Fund	Original Budget	33,000.00
Department	20	Public Safety	Revised Budget	.00
Division	30	Support of Prisoners	Current expenditures	.00
Activity basic	44	Public Health	YTD expenditures	28,753.51
Sub activity	1	Public Health	Unposted expenditures	.00
Element	39	Contractual Services	Encumbrances	4,572.00
Object	05	Prisoner Care & Board	Unposted encumbrances	.00



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-20-135

June 1, 2020

Board of Control  
City of Lakewood, Ohio 44107

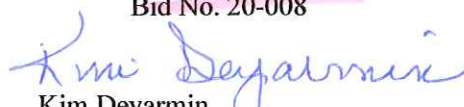
**Subject: Award Contract – Fiber Optic Network Upgrade for PLC and SCADA System Upgrades Project –  
Waste Water Treatment Plant**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works; Division of Waste Water Treatment Plant, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract to Herbst Electric Company in the amount of \$38,264 to provide Fiber Optic Network Upgrades to the PLC/SCADA System in conjunction with the Fire Alarm Upgrade Project to avoid having multiple fiber optic networks running throughout the facility. The Fiber Optic Network for the Programmable Logic Controller (PLC) and Supervisory Control and Data Acquisition (SCADA) system will be paid for through the city's 2020 Capital Lease Program.

Herbst Electric Co. submitted the lowest and best responsive and responsible bid for the Fire Alarm Upgrade Project as outlined in Bid No. 20-008. As Herbst Electric Co. is currently providing Fiber Optic Network for the Fire Alarm Upgrade Project, they have provided competitive pricing to continue work for the city's PLC/SCADA System Upgrade.

Contracting Authority:	Ordinance 37-19 \$7,500,000
Contracting Balance:	\$6,559,794 / \$6,521,530
Funding:	Capital Lease Program
Account Distribution:	511-3072-432-86-12 Project #209004 \$450,000
Account Balance:	\$58,564 / \$20,300
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	PLC/SCADA System Upgrade
Commodity Code:	936-033
Bid Reference:	Bid No. 20-008

  
Kim Deyarmin  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
<b>Roman Ducu,</b> <b>Director of Public Works</b>	_____	_____	_____
<b>Brian T. Corrigan,</b> <b>Director of Law</b>	_____	_____	_____
<b>Peter Rancatore,</b> <b>Director of Finance</b>	_____	_____	_____
<b>Meghan F. George,</b> <b>Mayor</b>	_____	_____	_____





# Memo

To: Kim Deyarmin, Procurement

From: William Crute, WWTP

Date: May 26, 2020

**RE: PLC and SCADA SYSTEM UPGRADE, PROJECT #209004 – FIBER OPTIC**

## OVERVIEW

A project to upgrade the Programmable Logic Controller (PLC) and Supervisory Control and Data Acquisition (SCADA) System was recently approved by the Board of Control. It was mentioned at the BOC meeting that the old communication network needed for the PLC system would need to be upgraded. Originally, the city's ethernet network was going to be utilized. Upon further investigation it has been determined that the present ethernet network running throughout the WWTP cannot reliably handle the additional load from the PLC system. It has been suggested that running a fiber optic network throughout the facility would provide the greatest degree of reliability.

Presently the Fire Alarm System Upgrade project (#207005) is underway. Part of this project is the installation of a fiber optic network. In order to avoid having multiple fiber optic networks running throughout the facility, and especially one that is not running through protective conduit, it has been suggested that the new Fire Alarm System fiber optic network be upgraded. The Fire Alarm System project installation contractor (HERBST Electric) has quoted an upgrade to the fiber optic network that would allow it also to be used by the PLC/SCADA System.

## RECOMMENDATION

It is my understanding that there are sufficient **2020 Capital Lease** funds remaining in the PLC/SCADA System Upgrade project (#209004) to cover the cost of the fiber optic network upgrades. In addition, in the time since the PLC/SCADA System Upgrade project went to BOC a potential reduction in that projects cost has been realized. Kokosing has agree as part of the Digester Upgrade project, to replace the hardware in one of the PLCs that was included in the PLC/SCADA System Upgrade, at no additional cost. **The actual savings will be determined towards the end of the PLC/SCADA System upgrade but could be as much as \$30,000.**

I am therefore recommending that a purchase order in the amount of **\$38,264.00** be awarded to **HERBST ELECTRIC COMPANY.**

Attachment: Fiber Optic Upgrade Quote



# HERBST ELECTRIC COMPANY

Electrical Contractors

5171 GRANT AVE., CUYAHOGA HEIGHTS, OHIO 44125

PHONE:(216) 621-5890 FAX:(216) 621-5893

Mr. Mirko Kucinic  
City of Lakewood

5/26/2020

Phone:  
Fax:

Re: Lakewood WWTP - Fiber Optics Upgrade  
Our Estimate #: 4729-20-001

Mirko:

Our scope of work for this project is as follows;

1. The above-mentioned project is quoted first shift, Monday through Friday, 7:00am to 3:30pm.
2. Price is based on site visit and conversations/emails from Mirko.
3. We propose to furnish and install six (6), fiber enclosures with fiber to ethernet converters. The fiber enclosures will be installed at the following locations:
  - a. MUG Building
  - b. Digester Building next to existing PLC
  - c. Tunnel
  - d. Effluent Building
  - e. TC Building
  - f. S&G Building
4. These enclosures will allow for the fire alarm fiber strands and the other Facility Systems to be on separate pairs of fiber within the same fiber cable.
5. All strands of fiber will be terminated in the fiber enclosure. The Facility will only have to install a fiber jumper cable from the enclosure to the PLC.
6. This also includes changing the fiber cable from a duplex fiber cable to a 12 strand multimode fiber cable.
7. Price also includes furnishing and installing conduit and fiber cable from the Administration Building to the existing Digester PLC

Our price for this project is **\$38,264.00**. We do not include sales tax in our price. Written proof of sales tax exemption is required or sales tax must be charged. Our terms are net 30 days. A monthly service charge of the lesser of 1 1/2% or the maximum permitted by law may be added to all invoices not paid within our terms. This quotation is valid for 30 days.

Thank you for the opportunity to quote this project.

Sincerely,

Cody Roswell

Project Manager

[croswell@herbstelectric.com](mailto:croswell@herbstelectric.com)

All information herein is the **confidential property** of HERBST Electric Co., unless another source is shown.  
This information is subject to return on demand and must not be disclosed or reproduced without prior written consent.

May 28, 2020 10:01:17 AM EDT
File Edit Commands Help

Project 209004-PLC/S

- Account types
- Assets
- Expenditures
- Liabilities
- Revenues
- Encumbrances
- Miscellaneous info
- Pending transactio
- Pre-encumbrances
- Project detail balan**

**Project Information**
Description: PLC/SCADA System Upgrade
Status: Active
Estimate: 450,000.00
Type: CL Capital Lease
Sub type:
Start/stop dates: 1/01/2020 -
1st month of FY: 00
Source of funds:

**Project Year-to-Date**

FY: 2020	Balance	450,000.00
Budget:		450,000.00
Actual:		.00
Unposted:		.00
Pre-encumbrance:		.00
Encumbrance:		.00
Pending:		.00

**Project Code**

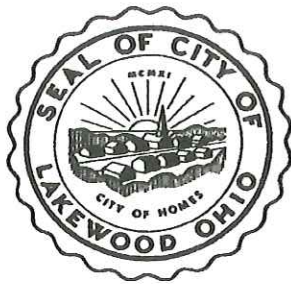
There are no user defined code fields for this project

**Project Life-to-Date**

FY(s): 0000 - 9999	Balance	450,000.00
Budget:		450,000.00
Actual:		.00
Unposted:		.00
Pre-encumbrance:		.00
Encumbrance:		.00
Pending:		.00

Print
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Next project
Previous proj...
2019
2021
Project activit...
Change balan...

Account Number	Description	Budget	Actual
511-3072-432.86-12	Operating Equipment	450,000.00	



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-20-136

June 1, 2020

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Award Contract – Site to Receive and Process Recycling**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Refuse, and the attached letter of recommendation, I am submitting for your consideration this request to award a requirement contract to **Kimble Recycling & Disposal, Inc.** in an amount **not to exceed \$250,000** to provide a Site to Receive and Process Recycling. This Emergency contract is effective June 1, 2020 through May 31, 2021. Kimble Recycling & Disposal, Inc. to provide a Site to Receive & Process the city's Recycling at a cost of \$52.75/ton vs the City of Cleveland's Ridge Rd. Transfer Station cost of \$43.20/ton. Recyclables are no longer being accepted by the City of Cleveland.

Kimble Recycling & Disposal, Inc. provided the most competitive quote for a Site to Receive and Process Recyclables.

Contracting Authority:	Ordinance 33-19A \$900,000
Contracting Balance:	\$770,289 / \$520,289
Funding:	General Fund
Account Distribution:	101-3040-433-39-09 \$802,000
Account Balance:	\$632,417 / \$382,417
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Contractual Service – Refuse Hauling
Commodity Code:	968-071

Kim Deyarmin  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
<b>Roman Ducu,</b> Director of Public Works	_____	_____	_____
<b>Brian T. Corrigan,</b> Director of Law	_____	_____	_____
<b>Peter Rancatore,</b> Director of Finance	_____	_____	_____
<b>Meghan F. George,</b> Mayor	_____	_____	_____





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## M E M O R A N D U M

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**DATE:** May 28, 2020  
**TO:** Roman Ducu, Director, Department of Public Works  
**FROM:** Glen Bleich, Operations Manager, Division of Refuse and Recycling  
**RE:** Contract – Site to Receive & Process Recycling

Cleveland Ridge Road Transfer Station stopped processing Recycling. We used to pay \$43.20/ton.

Until we could establish a competitive contract, we made arrangements to take the city's Recycling to Waste Management at a cost of \$100/ton. Waste Management is currently providing excellent services to the city for our Refuse & Recycling Services for our Condominiums.

Republic Services quoted us cost \$100/ton. We contacted Kimble Companies and they requested an inspection of (2) loads from our recycling trucks before they would provide a quote to the City. Kimble offered the City a tipping fee of \$52.75/ton. If we were to pay on a city-owned credit card, Kimble would charge the city \$53.70/ton, we therefore will pay against an issued Purchase Order.

Funds for a Site to Receive & Process Recycling will be paid out of account 101-3040-433-3909 (this is the same account used for Waste/Recycling fees from the City of Cleveland).

Kimble Companies has requested the City commit to a one-year contract, effective June 1, 2020 through May 31, 2021.

The total recycling taken to Cleveland's Ridge Road Transfer Station in 2019 was 4271.02/tons @ \$43.20/ton for a total cost of \$184,508.06.

Our 12-month estimate of recycling is 4,500 tons at a cost of \$52.75 would be \$237,375.00 through Kimble.

I respectfully request Board of Control approve a twelve-month contract with Kimble Companies in an amount not to exceed \$250,000 for a Site to Receive & Process Recycling. The City will bid the services in 2021, unless the City of Cleveland will begin accepting recycling and can provide the same rates as previously charged.





Kimble Recycling & Disposal, Inc.

P.O. Box 448

Dover, OH 44622

Phone: (800) 201-0005

Fax: (330) 343-7560

[www.kimblecompanies.com](http://www.kimblecompanies.com)

May 12, 2020

Glen Bleich  
Division Manager, Refuse & Recycling  
City of Lakewood  
12920 Berea Road  
Cleveland, Ohio 44111

Dear Mr. Bleich,

Kimble Companies will accept the City of Lakewood's single stream recyclable materials and process them to send to end market users. The recyclable materials must be similar to the sample loads you brought us the week of May 4, 2020. We will take the material for now as long as contaminants are not excessive or if disruptions related to covid19 occur. The processing cost will be \$52.75 per ton. If recycle market prices go up we will look at reducing the cost.

If you have any questions please e-mail me at [djohnson@kimblecompanies.com](mailto:djohnson@kimblecompanies.com) or my cell phone 330-260-7902. I look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Don R. Johnson". The signature is written in a cursive, flowing style.

Don R. Johnson

May 28, 2020 1:27:52 PM EDT

File Edit Commands Help

101-3040-433.39-09

☒ Account miscellaneous  
☒ Budget miscellaneous  
☒ Encumbrances  
☒ Pre-encumbrances  
☒ Transactions  
☒ Detail by date  
☒ Detail by code  
☒ Detail by year & p  
☒ Pending by date  
☒ Pending by code  
☒ Pending by year  
☒ Procurement car

Print

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Next account

2019

2021

Account activi...

Pending trans...

Images

Budget alloca...

Account information

Contractual Services / Waste Disposal

Fiscal year: 2020 Dr

Budget: 802,000.00

Committed: 129,710.93

Balance: 672,289.07

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	4,190.00	4,190.00
Q 02 February	125,392.68	129,582.68
Q 03 March	.00	129,582.68
Q 04 April	128.25	129,710.93
Q 05 May	.00	129,710.93

Payment information

Vendor	(* indicates pending)	Total
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Encumbrances

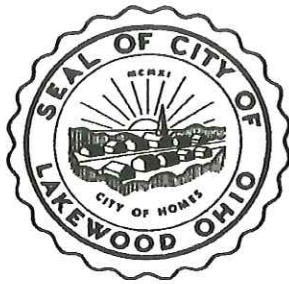
PO #	Vendor	Balance
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Pre Encumbrances

Type	Req/PO	Project	Balance
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Segment/Balance Details

Fund	101	General Fund	Original Budget	802,000.00
Department	30	Public Works	Revised Budget	.00
Division	40	Refuse and Recycling	Current expenditures	.00
Activity basic	43	Streets and Highways	YTD expenditures	129,710.93
Sub activity	3	Sanitation	Unposted expenditures	.00
Element	39	Contractual Services	Encumbrances	.00
Object	09	Waste Disposal	Unposted encumbrances	.00



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-20-137

June 1, 2020

Board of Control  
City of Lakewood, Ohio 44107


**Subject: Award of Contract – Automated Side-Load Refuse Truck – Division of Refuse**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Fleet, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract to **Southeastern Equipment Company, Inc.** in the amount of **\$314,142** for the purchase of a **2020 Automated Side-Load Refuse Truck** that will include **NewWay 27-Yard Rotopack Body** mounted on a **2020 Freightliner Chassis** to be delivered in 2021. Unit to be purchased through **2020 Capital Lease Program**.

Automated Side-Load Packer Truck to be purchased through Sourcwell Contract #091219-NWY as authorized by the City to purchase from agencies without the necessity of bidding.

Contracting Authority:	Ordinance 40-19 \$3,100,000
Contracting Balance:	\$1,743,066 / \$1,428,924
Funding:	Capital Lease Program
Account Distribution:	401-3040-470-86-12 Project #203008 \$315,000
Account Balance:	\$315,000 / \$858
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Automated Side Loader Trk
Commodity Code:	065-075
Bid Reference:	Sourcwell

  
Kim Deyarmin  
Purchasing Manager

	Approved	Disapproved	Date
<b>Roman Ducu,</b> <b>Director of Public Works</b>	_____	_____	_____
<b>Brian T. Corrigan,</b> <b>Director of Law</b>	_____	_____	_____
<b>Peter Rancatore,</b> <b>Director of Finance</b>	_____	_____	_____
<b>Meghan F. George,</b> <b>Mayor</b>	_____	_____	_____



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INTEROFFICE MEMORANDUM

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To: Kim Smith  
FROM: James Holman  
SUBJECT: 2019 Capital Plan Vehicles and Equipment  
ORDINANCE: 59-18 Vehicles, Machinery, and Equipment  
DEPT: Refuse Department  
Project 203008 Automated Refuse Side loader  
DATE: 05/28/2020  
CC: Roman Ducu, Glen Bleich

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Public works has spending authority to purchase one (1) Automated Side Load Refuse Vehicle @ \$320,00.00. Project number 203008 to be paid from Capital Lease. This vehicle was quoted at \$314,141.55 by Southeastern Equipment. This will be a complete truck delivered to the City ready for use. This will replace unit number 405, a 2009 International 7400 with 61,000 miles. Old 405 will be sent to auction. This vehicle is being purchased under Sourcewell (formerly NJPA) Contract#: 091219-NWY.

Detailed descriptions see attached specifications and Quotes

*Final Quote* from vendor awarded to Southeastern Equipment 1500 Industrial Parkway Brunswick, OH 44212. NJPA Contract #091219-NWY

One (1) 2020 Automated refuse side load truck @ \$ 314,141.55  
Total \$ 314,141.55

Anticipated life span of one (1) Automated refuse truck is 10 years.

Expected delivery date 300 - 330 days after receipt of order.



# SOURCEWELL/NJPA SALES ORDER

DATE: MAY 26, 2020

SALESPERSON: DAVID HEATH / 993  
ACCOUNT #: 954450  
COUNTY: CUYAHOGA  
NJPA Contract #: 091219-NWY

CUSTOMER CONTACT:  
PO # (IF APPLICABLE):  
SHIP TO (IF APPLICABLE):

**PURCHASER:**

CITY OF LAKEWOOD  
12650 DETROIT AVENUE  
LAKEWOOD, OH 44107  
P: 216-521-7580

**SELLING BRANCH:**

1500 Industrial Parkway, Brunswick, OH 44212  
Branch:

**FINANCE INFORMATION:**

Financed by:  
Rate:  
Term:

**EQUIPMENT PURCHASED:**

Eq #/Serial #/Item #	Product Notes	List Price	Discount %	NJPA Total Price
ROTOPAC BODY	<p><b>NewWay Body - 27 yd Rotopac</b></p> <p>NewWay Body - 27 yd Rotopac body with Complete Factory Mounting Halogen Back-up Lights on Tailgate (2)Lights Halogen Work Lights (1 Light in Hopper and 1 curbside toward arm) Strobe Light Package (Integrated Strobe System) ((2) round lights mounted lower tailgate) Backup/Frontside of Hopper facing Arm/Hopper/LH Blindspot BODY Acrylic Urethane Enamel (White) 2yr extended warranty for total of 3 on Hydraulics, Cylinders &amp; auger Freight CAN COUNTER HOUR METER HYDRAULIC FILTER BYPASS INDICATOR ON DASH HYDRAULIC OIL LOW LEVEL INDICATOR ON DASH Fold Down hydraulic Panel Arm Control Joystick mounted on RH Door Side Roof Mounted Swivel Camera Monitor Body Undercoating - Frame Rails to Edge of Body Groeneveld EPO Singleline Automated Greasing System for a 64pt Freightliner Tandem Axle Truck w/ New Way Roto Body. One Set of Hydraulic Filters - 129659 &amp; 129660 Diagnostic Cable - 131553 On-Site Training by Factory Technician Brigade 360* System w/ additional Arm &amp; Hopper Cameras New Way Style Gripper Fingers on Arm</p>	\$183,453.55	%	\$183,453.55
CHASSIS	<p><b>2020 FREIGHTLINER M2-106</b></p> <p>FREIGHTLINER M2 106 Conventional Chassis SET BACK AXLE - TRUCK CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM, 1150 LB/FT @ 1400 RPM ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE HENDRICKSON HAULMAAX @ 46,000# REAR SUSPENSION DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE 18,000lbs TAPERLEAF FRONT SUSPENSION 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB 6975MM (275 INCH) WHEELBASE 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI 2425MM (95 INCH) REAR FRAME OVERHANG 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT</p> <p>Extended Warranty * WAI-47J CUM 2017 L9: HD1 MD DTY 7 YEARS / 150,000 MILES / 241,500 KM EXTENDED WARRANTY. FEX APPLIES WAX-102 CUM 2017 L9: AT3 MD DTY 5 YEARS / 150,000 MILES / 241,500 KM AFTERTREATMENT. FEX APPLIES WBB-516 TC4: MD EXTREME 7 YEARS/100,000 MILES / 161,000 KM EXTENDED TRUCK COVERAGE. FEX APPLIES WAK-121 ALLISON 3000 RDS TRANSMISSION FOR REFUSE EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILEAGE FEX</p>	\$124,738.00	%	\$124,738.00

A. Definitions. Seller is Southeastern Equipment Co. Inc.; Purchaser is the entity denoted above in the box titled purchaser; collectively Seller and Purchaser may be referred to as Parties; Equipment is new or used equipment being purchased by Purchaser; Trade-In Equipment is equipment being sold by Purchaser to Seller in exchange for a credit only applied to this sale; and Agreement is this contract for the sale and Trade-In of equipment between the Parties.

B. Price and Payment. Seller hereby does sell, convey and transfer title to Purchaser for Equipment upon full payment of the Balance Due, as calculated and noted on this Agreement. Purchaser shall remit payment to Seller by cash, check, electronic wire, ACH or other reasonable commercially acceptable method of payment within thirty (30) days of Delivery of Equipment if no line of credit is established. Any amount past due will be assessed a 1.5% per month service charge until paid in full or the maximum amount permitted by law, whichever is less. The total price owed for the Equipment, charges, and taxes is the Total Amount Due less any down payment, purchaser accepts this to be a fair and accurate price for Equipment and related costs associated with this Agreement. Seller has made every effort to include sales taxes and other applicable taxes in the Total Amount Due, however any additional taxes owed because of the sale are the responsibility of the Purchaser. SOUTHEASTERN EQUIPMENT CO., INC. (SELLER) RETAINS A SECURITY INTEREST IN THE PURCHASED GOODS UNTIL THE FULL PURCHASE PRICE IS RECEIVED BY SELLER.

C. Delivery of Equipment. Seller will make Equipment available according to the delivery instructions contained herein, if no instructions are included, the Seller will make Equipment available at the location where the Equipment is located. Purchaser is responsible for all shipping and trucking costs, including loading and unloading, permits and other expenses. Costs may be included in the Total Amount Due if trucking has been predetermined. Any change in delivery location may result in additional charges to be borne by Purchaser. Special order Equipment will be made available once delivery is received by Seller for Equipment supplier. Unless Seller is using Seller's in-house trucking services, Equipment is delivered FOB Seller's location. Seller reserves the right to subcontract or assign Seller's obligation to deliver Equipment. Seller reserves the right to substitute Equipment that is the same year, condition, make, model, within ten (10) hours on the hour meter, and of the same or better configuration without breach of this Agreement or notice.

D. Condition of Equipment. ALL EQUIPMENT IS SOLD AS IS, WHERE IS UNLESS WARRANTY IN THIS AGREEMENT. SELLER AND MANUFACTURER MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS, EXCEPT FOR WARRANTY EXPRESSLY MADE ON THIS AGREEMENT. Manufacturer warranty does not in itself create a warranty by Seller. Any reference to hour meters on used equipment is for informational purposes only, Purchaser should inspect any used equipment prior to purchase. Purchaser acknowledges warning and responsibility for inspecting all equipment and ensuring equipment meets any and all applicable safety and operational guidelines and laws for use, including the standards set forth in the Federal Occupational Safety and Health Act of 1970, as amended and restated.

E. Trade-In Equipment. If Trade-In Equipment is included on this Agreement, Purchaser hereby bargains, sells and conveys unto Seller the Trade-In Equipment and represents and warrants that Purchaser has marketable title free and clear of any encumbrances, liens, and security interests except to the extent included in the trade payoff number and fully disclosed to Seller. If Trade-In Equipment is not delivered to the Seller prior to delivery of the Equipment to Purchaser, the Trade-In Equipment may be reappraised at the sole discretion of Seller and such reappraisal value shall determine the allowance made for such Trade-In Equipment. In the event the Trade-In Equipment appraisal value is less than the original allowance for said equipment, the Purchaser may terminate this order, however, termination will only be valid if received prior to delivery of Equipment.

Accepted for Seller by:

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Customer PO:**

**SALES ORDER TOTALS**

Total Equipment Price	\$308,191.55
Total Trade-In Allowance	\$0.00
Trade-In Difference	\$308,191.55
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	\$400.00
Freight/Trucking	\$5,500.00
Title and License Fees	\$50.00
Total Trade Payoff	\$0.00
Total Price Before Tax	\$314,141.55
Sales Tax	
FET Tax	
Total Amount Due	\$314,141.55
Down Payment	
Balance Due	\$314,141.55

F. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY PURCHASER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE EQUIPMENT. Seller shall not be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond Seller's reasonable control ("Force Majeure"). Force Majeure shall include, but are not limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, and labor disputes. In the event delivery of Equipment is delayed more than thirty (30) days because of Force Majeure, Purchaser may cancel all or part of its purchase of Equipment.

G. Miscellaneous. This Agreement constitutes the complete agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, representations, discussions, proposals, literature, and the like written or oral. This Agreement may not be modified or amended except in a writing signed by an authorized representative of the Seller and Purchaser. Use of headings in this Agreement are for convenience only and are not to be construed in the meaning of the instrument. This Agreement may be executed in counterparts and any scan, copy or facsimile will be deemed valid as an original copy. In the event any provision of this Agreement is determined to be unlawful or against public policy and found invalid or unenforceable, the remaining provisions will remain in full force and effect. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent breach. This Agreement, and all matters arising out of or relating to this Agreement, are governed by the laws of the State of Ohio. Any legal action or proceeding relating to this Agreement may only be brought within the jurisdiction of Guernsey County, Ohio.

H. Authority and Understanding. In signing this Sales Order, you represent that you have the authority to sign on behalf of the Purchaser for the purchase of Equipment and disposition of Trade-In Equipment, you have read and fully understand all terms of this Agreement, and you acknowledge receipt of a fully complete and accurate copy of this Agreement and waive notice of the acceptance or rejection of the Purchaser's offer by the Seller.

Purchaser (CITY OF LAKEWOOD):

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_





New Way

Waste & Recycling Vehicles

#091219-NWY

Maturity Date: 11/15/2023

Products & Services



## Products & Services

Sourcewell contract 091219-NWY gives access to the following types of goods and services:

- Mammoth front loader
- Mammoth Western series front loader
- King Cobra rear loader
- Cobra Magnum rear loader
- Cobra rear loader
- Viper rear loader
- Diamondback rear loader
- Sidewinder XTR automated side loader
- Roto Pac automated side loader
- Cobra split-body rear loader

Additional information can be found on the vendor-provided, nongovernment website at:  
[refusetrucks.scrantonmfg.com/sourcewell](http://refusetrucks.scrantonmfg.com/sourcewell)

Dealer locator

### Become a Member

Simply complete the online application or contact the Membership Team at [membership@sourcewell-mn.gov](mailto:membership@sourcewell-mn.gov) or 877-585-9706.

### Search Vendors & Contracts

General Contracts

ezlQC Contracts

May 28, 2020 10:26:43 AM EDT

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Project 203008-Autom

☒ Account types  
☒ Assets  
☒ Expenditures  
☒ Liabilities  
☒ Revenues  
☒ Encumbrances  
☒ Miscellaneous info  
☒ Pending transaction  
☒ Pre-encumbrances  
☒ Project detail balan

Project Information

Description: Automated Side Loader Trk  
Status: Active  
Estimate: 315,000.00  
Type: CL Capital Lease  
Sub type:  
Start/stop dates: 1/01/2020 -  
1st month of FY: 00  
Source of funds:

Project Code

There are no user defined code fields for this project

Project Year-to-Date

FY: 2020	Balance	315,000.00
Budget:		315,000.00
Actual:		.00
Unposted:		.00
Pre-encumbrance:		.00
Encumbrance:		.00
Pending:		.00

Project Life-to-Date

FY(s): 0000 - 9999	Balance	315,000.00
Budget:		315,000.00
Actual:		.00
Unposted:		.00
Pre-encumbrance:		.00
Encumbrance:		.00
Pending:		.00

Print

Cancel

Exit

Next project

Previous proj...

2019

2021

Project activit...

Change balan...

Account Number	Description	Budget	Actual
401-3040-470.86-12	Operating Equipment	315,000.00	





12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-20-138

June 1, 2020

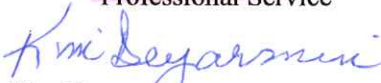
Board of Control  
City of Lakewood, Ohio 44107

**Subject: Award of Contract – Professional Service Contract – Re: Risk Management Consulting Services**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Finance, I am submitting for your consideration this request to award a contract with **Compensation Analysis, Inc.** in an amount not to exceed \$13,000 to provide consulting services regarding the City's municipal insurance program. Compensation Analysis, Inc. will provide consulting services in conjunction with the city's municipal liability insurance coverage, including compilation and analysis of bid specifications, analyze bids submitted, submission of written recommendation regarding the most cost-efficient coverage, and monitor selected vendor performance during the policy tenure. Contract is effective June 1, 2020 through May 31, 2021; to be billed \$3,250 quarterly.

Contracting Authority:	Ordinance 33-19A \$15,000
Contracting Balance:	\$8,500 / (\$4,500)
Funding:	General Admin Fund
Account Distribution:	101-5099-412-30-02 \$50,000
Account Balance:	(\$38,837) / (\$51,837)
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Professional Service / Mgmt. Consulting
Commodity Code:	953-056
Bid Reference:	Professional Service

  
Kim Deyarmin  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
<b>Roman Ducu,</b> Director of Public Works	_____	_____	_____
<b>Brian T. Corrigan,</b> Director of Law	_____	_____	_____
<b>Peter Rancatore,</b> Director of Finance	_____	_____	_____
<b>Meghan F. George,</b> Mayor	_____	_____	_____



# Compensation Analysis, Inc.

(216) 780-3605

(216) 642-8830 Fax

P.O. Box 31014  
Cleveland, OH 44131

May 18, 2020

Ms. Kim Deyarmin  
Purchasing Manager  
City of Lakewood  
12650 Detroit Avenue  
Lakewood, Ohio 44107

Via: Electronic Mail

RE: Risk Management Consulting Services

Dear Ms. Deyarmin:

Thank you for the opportunity to allow Compensation Analysis, Inc. to present this proposal to assist the City in managing ongoing issues related to your property casualty insurance program. This proposal is for consulting services from 6/1/2020 through 5/31/2021.

## Executive Summary

It will be in the best interest of the City of Lakewood to go out to market this year in order to obtain as many qualified proposals as possible.

As part of the marketing of the insurance program, we will perform the following functions:

- Analyze and collect the information necessary to compile detailed bid specifications for the upcoming program.
- After the notice of pre-qualification of bidders, we will evaluate the relative merits of each market request and assign insurance markets to prospective bidders.
- Conduct a pre-bid conference with all qualified bidders.
- Create and disseminate bid documents to all qualified bidders.
- Intake and answer all relevant inquiries from the agents and the City relative to the bid process and the documentation disseminated to the agents.
- Assist the City with the bid opening process to ensure that all prospective bidders meet the minimum qualifications set forth in the bid specifications.
- We will analyze all of the proposals received, providing written recommendations to the City for the most cost-effective risk transfer alternatives.

Our quote for performing the management and potential marketing of your program as well as the formal bid process is \$13,000. This quote is based upon the size of the program and anticipated activity related to the request for proposal process. In addition, this quote includes ongoing risk, claims and program maintenance services as described below.

*Public Entity Insurance*

*Consulting Services*

*Risk Management*

*Workers' Compensation*

*Unemployment Compensation*

President—1985-97. Oswald Risk Management Services Company, Cleveland, Ohio. Chief Operations Officer for third-party administrator. Duties included, full financial and budget authority, personnel, product development, client relations management, marketing & sales management and OBWC liaison.

Mr. O'Brien is a featured speaker on Risk Management/Employment Law issues for the following organizations:

- The Institute for International Research
- Northeast Ohio Society of Safety Professionals
- The Cleveland Bar Association
- The Employers Resource Council of Cleveland
- The Cleveland Builder's Exchange
- Printers Association of Ohio
- The Greater Cleveland Automobile Dealers Association
- The Ohio Automobile Dealers Association

### Risk and Insurance Program Management Services

Our organization has worked over the past nineteen years to provide quality, effective consulting services to our clients. We have extensive consulting experience in public sector insurance consulting, designing and managing the competitive bidding process, program design and program implementation services. A partial list of our clients include

- Bay Village
- Beachwood
- Cleveland Regional Transit Authority
- Middleburg Heights
- Oxford
- Painesville
- Parma
- Regional Income Tax Agency
- Rocky River
- Shaker Heights
- Trumbull County
- Youngstown

Our approach to public entity benefit insurance and risk management consulting consists of the following methodology:

### Program and Risk Management Evaluation

- Undertake risk analysis including:
  - Loss frequency and severity
  - Exposure to loss

*Public Entity Insurance*

*Consulting Services*

*Risk Management*

*Workers' Compensation*

*Unemployment Compensation*



- Evaluate the current insurance program, including:
  - Protection afforded
  - Adequacy of limits
  - Cost competitiveness
- Assist in determining if optimum deductible and self-insured retentions are being applied.
- Evaluate outside services, including:
  - Quality and effectiveness of service
  - Cost reasonableness of brokers, insurers, claims administrators and other service providers
- Examine risk transfer exposures, procedures and requirements in agreements.

#### **Insurance Renewals and Competitive Bidding**

- Assist in the preparing the program to go out to bid.
- Assist in pre-qualifying agents/agencies that can properly represent the Client to appropriate markets.
- Review feasibility of agency versus direct placement.
- Assist with the selection of one or more qualified agents.
- Analyze and collect the information necessary to compile detailed bid specifications for the upcoming program.
- After the notice of pre-qualification of bidders, we will evaluate the relative merits of each market request and assign insurance markets to prospective bidders.
- Conduct a pre-bid conference with all qualified bidders. Create and disseminate bid documents to all qualified bidders.
- Allocate insurance and reinsurance markets to bidders.
- Intake and answer all relevant inquiries from the agents and the Client relative to the bid process and the documentation disseminated to the agents.
- Assist the Client with the bid opening process to ensure that all prospective bidders meet the minimum qualifications set forth in the bid specifications.
- We will analyze all of the proposals received, providing written recommendations to the Client for the most cost-effective risk transfer alternatives.
- Negotiate with and monitor the bidders' activities during the marketing process.

### **Post Bid/Selection Process**

- Analyze proposals within time frame allocated by the Client.
- Make appropriate and necessary inquiries with agents/carriers to assure clarity of bids received.
- Analyze financial standing of each carrier quoted.
- Analyze coverage differences between various proposals.
- Present written report of conclusions and recommendations.
- Attend meetings before City Council to review recommendations and findings.

### **Ongoing Consulting Services**

- Claim Protocols- Assist the Client in the creation of the following:

It is expected that the insurance carrier will provide usual and customary claim administration services that will include, at a minimum, the following:

- Review all claims and loss reports made by Client.
- Thoroughly investigate all claims made against Client through appropriate claim procedures as necessitated by the severity of the injury/property damage and ensures correct payment of valid claims.
- Work in conjunction with Client personnel in preparing the defense of litigated or contested claims.
- Attend settlement conferences as appropriate.
- Notify excess/umbrella insurance carriers of claims and or occurrences at predetermined levels required by excess insurers. Provide information and status of claims as requested by the excess insurance carrier.
- Within 24 hours respond to inquiries from the Client or its designated representatives regarding the status of their claim.
- Provide assistance as necessary to Client staff for proper procedural handling of claims.
- Implement continuous consulting services to minimize the Client's exposures and Cost of Risk.

In addition to our risk and insurance services we are available to assist our clients with consultation on their workers' compensation program. The following services are available as part of our standard consulting services:

- Assist in accident investigation of serious injuries.
- Assist in preparation for VSSR investigations and hearings.

*Public Entity Insurance*

*Consulting Services*

*Risk Management*

*Workers' Compensation*

*Unemployment Compensation*

- Review reserves to make sure they are appropriate and recommend settlements
- Educational Seminars and Programs
- Subrogation reviews where appropriate
- Assist in the development of other policies that directly impact workers' compensation claims.
- Assist in the evaluation of self-insurance or other alternative financing mechanisms.

Consistent with our meeting, we would recommend that the City use a market selection process. This will ensure that the City benefits from the advantage that agencies have with their carriers.

Thank you for your consideration.

Very truly yours,



Daniel P. O'Brien  
President

DPO/jmm



May 28, 2020 9:44:13 AM EDT

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SUPERION

NavLine®

101-5099-412 30-02

Account miscellaneous

Budget miscellaneous

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Account information

Q Professional Services / Management Consulting

Fiscal year: 2020

Budget: 50,000.00

Committed: 95,337.25

Q Balance: 45,337.25-

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Totals
Q 01 January	24,149.54	24,149.54
Q 02 February	10,750.00	34,899.54
Q 03 March	7,768.52	42,668.06
Q 04 April	14,993.75	57,661.81
Q 05 May	9,655.00	67,316.81
Q 06 June	.00	67,316.81

Payment information

Vendor	Total
Q COMPENSATION ANALYSIS, INC.	13,000.00
Q MCCAULLEY & CO., LLC	37,785.56
Q RETHINK ADVISORS, INC.	10,132.50
Q TALENTSENSE CONSULTING LLC	6,398.75

Encumbrances

PO #	Vendor	Balance
Q 092032	COMPENSATION ANALYSIS	6,500.00
Q 092033	MCCAULLEY & CO., LLC	1,000.00
Q 092034	MCCAULLEY & CO., LLC	8,120.44
Q 092104	COMPENSATION ANALYSIS	6,500.00
Q 092128	RETHINK ADVISORS, INC	5,900.00
Q 092527	TALENTSENSE CONSULTIN	.00

Pre Encumbrances

Type	Req/PO	Project	Balance
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Segment/Balance Details

Fund	101	General Fund	Original Budget	50,000.00
Department	50	Finance	Revised Budget	.00
Division	99	General Administration	Current expenditures	9,655.00
Activity basic	41	General Government	YTD expenditures	57,661.81
Sub activity	2	General Government	Unposted expenditures	.00
Element	30	Professional Services	Encumbrances	28,020.44
Object	02	Management Consulting	Unposted encumbrances	.00

Print

Cancel

Exit

Previous acc...

Next account

2019

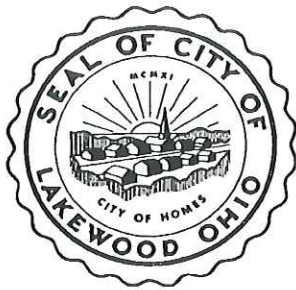
2021

Account activi...

Pending trans...

Images

Budget alloca...



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-20-139

June 1, 2020

Board of Control  
City of Lakewood, Ohio 44107


**Subject: Amend Contract – Professional Services Contract – Re: No Further Action Letter for  
former Lakewood Hospital site**

**Dear Members of the Board:**

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Engineering, and the attached letter of recommendation, I am submitting for your consideration this request to amend a Professional Services contract with Brownfield Restoration Group LLC in the amount of \$25,180 for completion of the No Further Action (NFA) letter for the former Lakewood Hospital site through EPA's Voluntary Action Program (VAP). Brownfield Restoration Group LLC is prepared to submit the report to the EPA in the effort to receive the Covenant Not to Sue for the site. The City would pay Ohio EPA fees of \$18,200 directly. Contract award to Brownfield Restoration Group LLC is now complete at \$177,980.

Brownfield Restoration Group, LLC was chosen to perform these services based on their RFP submission and understanding of the project working with Electro-Analytical (EA Group) as a sub-contractor.

Contracting Authority:	Ordinance 33-19A \$4,000,000
Contracting Balance:	\$3,465,500 / \$3,440,320
Funding:	Lakewood Hospital Special Revenue Fund
Account Distribution:	260-7001-461-39-10 \$4,000,000
Account Balance:	\$1,659,759 / \$1,634,759
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Professional Services
Commodity Code:	918-043
Bid Reference:	RFP

  
Kim Deyarmin  
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
<b>Roman Ducu, Director of Public Works</b>	_____	_____	_____
<b>Brian Corrigan, Director of Law</b>	_____	_____	_____
<b>Peter Rancatore, Director of Finance</b>	_____	_____	_____
<b>Meghan F. George, Mayor</b>	_____	_____	_____





DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ENGINEERING &  
CONSTRUCTION

ROMAN DUCU  
Director of Public Works  
MARK PAPKE, PE, CPESC.  
City Engineer

## Memo

To: Kim Deyarmin – Purchasing Agent  
From: Mark Papke, PE, CPESC – City Engineer  
Date: June 1, 2020  
Re: **Former Lakewood Hospital Site – Covenant Not to Sue Funds Request**

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It is planned to apply for the EPA Covenant Not to Sue for the above referenced site currently owned by the City of Lakewood. Brownfield Restoration Group, LLC has completed the No Further Action documentation phase (as previously approved by Board of Control) and is prepared to submit that report to the EPA in the effort to receive the Covenant Not to Sue for the site. The attached proposal from BRG defines the breakdown and funds needed to submit to the Ohio EPA. The City would directly pay the Ohio EPA fees. The approval of an EPA Covenant Not to Sue will make the site more desirable for future development.

I am requesting that the Board of Control approve \$25,000 for the funds needed to apply for the Covenant Not to Sue as follows:

Ohio Environmental Protection Agency	<del>\$18,020</del> <i>\$18,200</i>
Brownfield Restoration Group, LLC	\$ 5,000
Contingency for unforeseeable items	\$ 1,980
Fund Account is Lakewood Hospital Fund 260	

Please contact me with any questions.







1000 S. Cleveland-Massillon Road  
Suite 106  
Akron, Ohio 44333

Phone: (330) 668-4600  
Fax: (330) 668-8464  
E-mail: [brg@brgroupllc.com](mailto:brg@brgroupllc.com)  
Website: [www.brgroupllc.com](http://www.brgroupllc.com)

May 28, 2020

Katelyn Milius  
City of Lakewood  
12650 Detroit Avenue  
Lakewood, Ohio 44107

**RE: Voluntary Action Program (VAP)  
No Further Action (NFA) Letter  
Former Lakewood Hospital Property  
14519 Detroit Avenue  
Lakewood, Ohio 44109**

Dear Katelyn:

Pursuant to your request, Brownfield Restoration Group, LLC (BRG) has prepared this proposal to submit the above referenced NFA documentation to the Ohio EPA in support of a request for issuance of a Covenant Not to Sue (CNS) for the site. This submittal will be performed under the VAP by the Certified Professional (Jim Smith, CP -121) who prepared the NFA dated January 15, 2020 on behalf of the City of Lakewood as the Volunteer. The scope of services and associated costs for this work are summarized as follows:

- Submit the NFA documentation to the Ohio EPA and request a CNS from the State for the legacy environmental issues related to the past use of the Property as a hospital and former dry cleaner. The filing fee for the NFA submittal (paid to the Ohio EPA) is \$18,200. The City may pay this fee directly (i.e., provide BRG with a check made out to the Ohio EPA for this amount) or BRG will pay the fee on the City's behalf and invoice the City for this amount plus a 10% markup for handling.
- Provide responses to the Ohio EPA questions/comments that are typically generated during agency review of NFA documentation. We generally allocate an estimated \$5,000 for this effort and will work on a time-and-materials basis under this budget. If we complete the NFA review process for less than allocated, we will only bill for our time and materials actually spent. If issues arise that require additional effort, we will advise the City and request additional funding, as may be necessary.

Based on the above, the total cost of this proposal is **\$25,020.00** (unless the City elects to pay the Ohio EPA filing fee directly). Although we cannot control the length of time that the

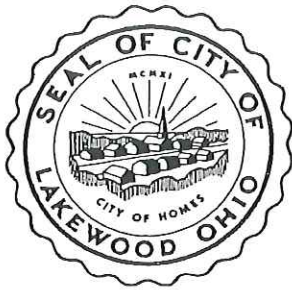
Ohio EPA will expend during the NFA review and CNS issuance process, we typically expect it to take approximately six months.

We appreciate this opportunity to provide you with our environmental consulting services under the VAP and look forward to continuing our work with the City on this project. If you have any questions concerning the scope of services or estimated cost, please contact our office.

Respectfully,  
**Brownfield Restoration Group, LLC**

A handwritten signature in black ink, appearing to read "Jim C. Smith". The signature is fluid and cursive, with the first name "Jim" and last name "Smith" being clearly legible, and "C." as a small middle initial.

Jim C. Smith, CP-121  
President



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-19-267

November 18, 2019

Board of Control  
City of Lakewood, Ohio 44107

**Subject: Award Contract – Professional Services Contract – Re: No Further Action Letter for former Lakewood Hospital site**

Dear Members of the Board:





Based on a review conducted by the Division of Purchasing in conjunction with the Department of Planning & Development, and the attached letter of recommendation, I am submitting for your consideration this request to award a requirement contract to Brownfield Restoration Group LLC in an amount not to exceed \$125,000 for Professional Services to include research, testing, risk modeling and reporting necessary to achieve a No Further Action (NFA) letter for the former Lakewood Hospital site through EPA's Voluntary Action Program (VAP). Contract award is the proposal amount of \$104,346, plus contingencies.

Brownfield Restoration Group, LLC was chosen to perform these services based on their RFP submission and understanding of the project working with Electro-Analytical (EA Group) as a sub-contractor.

Contracting Authority:	Ordinance 50-18B \$300,000
Contracting Balance:	\$155,000 / \$30,000
Funding:	Lakewood Hospital Special Revenue Fund
Account Distribution:	260-7001-461-39-10 \$6,500,000
Account Balance:	\$2,398,611 / \$2,273,611
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / c/c ____
Object Code:	Professional Services
Commodity Code:	918-043
Bid Reference:	RFP

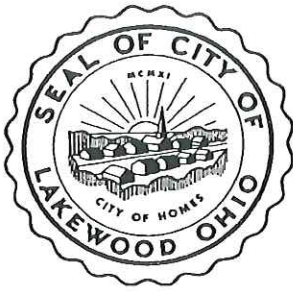
  
Kim Deyarmin  
Purchasing Manager

*Original Award*

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works		_____	11/18/19
Kevin M. Butler, Director of Law		_____	11-18-19
Jennifer Pae, Director of Finance		_____	11/18/19
Michael P. Summers, Mayor		_____	11-18-19







12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-20-090

March 16, 2020

Board of Control  
City of Lakewood, Ohio 44107

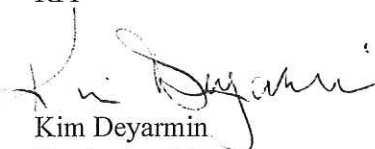
**Subject: Amend Contract – Professional Services Contract – Re: No Further Action Letter for former Lakewood Hospital site**

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Planning & Development, and the attached letter of recommendation, I am submitting for your consideration this request to amend a requirement contract to Brownfield Restoration Group LLC in the amount of \$46,000 for Professional Services to include research, testing, risk modeling and reporting necessary to achieve a No Further Action (NFA) letter for the former Lakewood Hospital site through EPA's Voluntary Action Program (VAP). Contract award to Brownfield Restoration Group LLC will finalize project at \$171,000.

Brownfield Restoration Group, LLC was chosen to perform these services based on their RFP submission and understanding of the project working with Electro-Analytical (EA Group) as a sub-contractor.

Contracting Authority:	Ordinance 33-19 \$4,000,000
Contracting Balance:	\$3,532,300 / \$3,486,300
Funding:	Lakewood Hospital Special Revenue Fund
Account Distribution:	260-7001-461-39-10 \$4,000,000
Account Balance:	\$492,401 / \$446,401
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / c/c ____
Object Code:	Professional Services
Commodity Code:	918-043
Bid Reference:	RFP

  
Kim Deyarmin  
Purchasing Manager

*1st Amendment*

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Roman Ducu, Director of Public Works	<u>RD</u>	_____	<u>3-16-2020</u>
Brian T. Corrigan, Director of Law	<u>BTC</u>	_____	<u>3/16/2020</u>
Keith Schuster, Acting Director of Finance	<u>KS</u>	_____	<u>3-16-20</u>
Meghan F. George, Mayor	<u>MG</u>	_____	<u>3/16/2020</u>



Jun 1, 2020 1:42:53 PM EDT

File Edit Commands Help

SUPERION  
NaviLine

260-7001-461.39-10

Account miscellaneous

Budget miscellaneous

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Print

Cancel

Exit

Previous acc...

Next account

2019

2021

Account activi...

Pending trans...

Images

Budget alloca...

Account information

Contractual Services / Other

Fiscal year: 2020

Budget: 4,000,000.00

Committed: 2,451,262.62

Balance: 1,548,737.38

Project Data

Project Entry Optional

207008 FS #2 Addition .00

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	255,230.17	255,230.17
Q 02 February	271,341.37	526,571.54
Q 03 March	1,270,260.83	1,796,832.37
Q 04 April	146,805.21	1,943,637.58
Q 05 May	47,847.33	1,991,484.91

Payment information

FABRIZI TRUCKING & PAVING CO.,	56,682.34
C & K INDUSTRIAL SERVICES, INC	600.00
DL2 OHIO, INC.	110,638.00
DR. EDWARD J. WALTER & ASSOC.,	3,864.00
GREAT LAKES PIPE INSPECTION, I	800.00
SAFECO ENVIRONMENTAL, INC.	
BROWNFIELD RESTORATION GROUP L	146,741.29
BUCKEYE ELM CONTRACTING, LLC	33,300.00

Encumbrances

092256 DR. EDWARD J. WALTER	2,366.00
092313 FABRIZI TRUCKING & PA	.00
092365 BROWNFIELD RESTORATIO	3,604.71
092385 TERRACE CONSTRUCTION	356,000.00
092387 GREAT LAKES PIPE INSP	1,750.00
092395 C & K INDUSTRIAL SERV	4,000.00
092442 BUCKEYE ELM CONTRACTI	.00
092560 DS ARCHITECTURE LLC	85,000.00

Pre Encumbrances

Type	Req/PO	Project	Balance
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Segment/Balance Details

Fund	260	Lkwd Hospital Sp Rev Fund	Original Budget	4,000,000.00
Department	70	Planning and Development	Revised Budget	.00
Division	01	Planning and Development	Current expenditures	47,847.33
Activity basic	46	Community Environment	YTD expenditures	1,943,637.58
Sub activity	1	Community Environment	Unposted expenditures	.00
Element	39	Contractual Services	Encumbrances	459,777.71
Object	10	Other	Unposted encumbrances	.00
			Pre-encumbrances	.00

MW



Bullock, Kepple, Litten, Neff, O'Malley, Rader,  
Shachner

ORDINANCE NO: 33-19A

BY:

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force at the earliest period allowed by law, amending Ordinance 33-19 adopted December 16, 2019, authorizing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to enter into contracts for professional services, and to advertise for bids and enter into contracts for the purchase of repair maintenance and operating supplies, services and equipment as authorized by the 2020 Appropriation Ordinance and the Administrative Code of the City of Lakewood with the lowest and best bidder or bidders or as otherwise provided by law.

WHEREAS, this Council desires to provide the authorization to the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to enter into contracts for professional services, and to advertise for bids and enter into contracts for the purchase of repair maintenance and operating supplies, services and equipment as authorized by the 2020 Appropriation Ordinance and the Administrative Code of the City of Lakewood with the lowest and best bidder or bidders or as otherwise provided by law; and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this ordinance is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments in that delay could impair the City's ability to provide necessary services in a timely manner for fiscal year 2020, now, therefore,

BE IT ORDAINED BY THE CITY OF LAKEWOOD, STATE OF OHIO

Section 1. Section 1 of Ordinance 33-19, adopted December 16, 2019, currently reading as follows:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager be and are hereby authorized and directed to enter into a contract or contracts for supplies, services and equipment with the lowest and best bidder or bidders or as otherwise provided by law, as follows:

Professional services contracts included in the 2020 Budget are as follows:

- 1) Legal Services .....250,000
- 2) Recodification of Ordinances .....12,500
- 3) Financial Audit .....100,000



4) Hospitalization and Health Care Benefit Consulting Services .....	45,000
5) Consultant for Workers Compensation .....	30,000
6) Risk Management Consulting Services .....	15,000
7) Healthcare, Physicals, Drug & Alcohol Testing .....	25,000
8) Employee Assistance Program .....	12,000
9) Supervisor / Manager / Employee Training .....	200,000
10) Exams for Classified Positions .....	75,000
11) Housing and Building Plans Examinations .....	75,000
12) Lakewood Jail Medical Services .....	80,000
13) Band Concerts .....	20,000
14) Municipal Engineering Consultant .....	25,000
15) Debt Insurance Costs .....	250,000
16) Integrated Wet Weather Plan Professional Services .....	1,100,000
17) Administrative Professional Services .....	400,000
18) Professional Services related to Lakewood Hospital .....	500,000
<b>Sub-Total .....</b>	<b>\$3,214,500</b>

Services contracts included in the 2020 Budget are as follows:

1) Government Agreements (NVEB) .....	120,000
2) Government Agreements (ad of Ed/Pool; Redempt TIF) .....	800,000
3) Financial Institution Service Charges .....	60,000
4) Electronic Payment Services .....	375,000
5) Property & Liability Insurance Contracts .....	500,000
6) Workers' Comp Stop Loss Insurance .....	95,000
7) Life Insurance .....	20,000
8) Hospitalization and Health Care Benefit Services .....	8,500,000
9) Medical Claims Billing Service .....	100,000
10) Sentenced Prisoners Full Jail Service .....	200,000
11) Home Delivered Meals .....	25,000
12) Distribution System Leak Survey .....	40,000
13) Disposal of Screenings and Grt (WWTP) .....	15,000
14) Excavation Spoils Removal .....	80,000
15) Roll off Box for Street Sweeping .....	60,000
16) Solid Waste Disposal Site .....	900,000
17) Organic Waste Disposal .....	125,000
18) Waste Collections - Condominiums .....	125,000
19) Biosolids Disposal .....	125,000
20) Roll-Off Box for Construction Debris .....	80,000
21) Site to Receive & Process Yard Waste .....	60,000
22) Lab Analysis Service .....	40,000
23) Citywide Computer Hardw Op. Sys. & Software Maint Contracts .....	800,000
24) Communications Services .....	150,000
25) Water Meter Program Maintenance .....	20,000
26) Telephone Service .....	95,000

27) Cellular Phone Service .....	250,000
28) HVAC Maintenance .....	125,000
29) Elevator Maintenance .....	25,000
30) Fire Alarm Maintenance .....	50,000
31) Copier Maintenance Service .....	30,000
32) Postage, Mailing Services, Equipment Lease/Maintenance .....	300,000
33) Rental and Laundry of Uniforms .....	45,000
34) Advertising .....	30,000
35) Printing Services .....	165,000
36) CRIS/LEADS Fees .....	20,000
37) Parking Citation Billing Service .....	50,000
38) Fireworks Display .....	35,000
39) Transportation Services .....	130,000
40) Lakewood Hospital Demolition, Hazmat Abatement & Site Prep .....	4,000,000
41) Cove Church Design, Hazmat Abatement & Site Prep .....	600,000
<b>Sub-Total .....</b>	<b>\$19,365,000</b>

Materials, supplies, and equipment authorized for purchase under the 2020 Budget are as follows:

1) Sand and Aggregate .....	45,000
2) Concrete Supplies .....	65,000
3) Asphalt Materials .....	50,000
4) Asphalt Cold Patch .....	25,000
5) Crack Sealant .....	40,000
6) Road Salt (Sodium Chloride) .....	335,000
7) Fire Hydrants, Sewer and Water Appurtenances .....	150,000
8) Water Meter Supplies & Materials .....	40,000
9) Sign Shop-Supplies, Blanks & Reflective Material .....	130,000
10) Polymer Floculants .....	30,000
11) Wastewater Treatment Chemicals .....	150,000
12) Tires and Road Service .....	95,000
13) Automotive Repairs, Parts and Supplies .....	625,000
14) Oil and Lubricants .....	40,000
15) Fuel (Gasoline and Diesel) .....	500,000
16) Purchase Uniforms and Gear - Public Works .....	25,000
17) Electrical Supplies .....	50,000
18) Hardware Supplies .....	45,000
19) Janitorial Supplies .....	55,000
20) Landscape Materials .....	45,000
21) Building Supplies .....	130,000
22) Plumbing Supplies .....	45,000
23) Pool Supplies - Chemicals .....	55,000
24) Small Tools and Equipment .....	130,000
25) Prisoner Food Supplies .....	25,000

26) Purchase Uniforms & Gear – Safety Forces	100,000
27) Ammunition	40,000
28) Office Supplies	45,000
29) Computer Supplies	10,000
30) Computer Software	45,000
31) Communications Equipment	100,000
32) Paper Supplies	15,000
33) Lease Copier Equipment	35,000
34) Subscriptions/Publications	30,000
35) Reforestation	250,000
36) Police Operating Equipment	150,000
37) Fire/EMS Operating Equipment	150,000
38) Waste Water Treatment Plant Operating Equipment	200,000
39) Fitness Equipment/Devices	15,000
Sub-Total	\$4,110,000
Total	\$26,689,500

Shall be and is hereby amended to read as follows:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager be and are hereby authorized and directed to enter into a contract or contracts for supplies, services and equipment with the lowest and best bidder or bidders or as otherwise provided by law, as follows:

Professional services contracts included in the 2020 Budget are as follows:

1) Legal Services	250,000
2) Recodification of Ordinances	12,500
3) Financial Audit	100,000
4) Hospitalization and Health Care Benefit Consulting Services	45,000
5) Consultant for Workers Compensation	30,000
6) Risk Management Consulting Services	15,000
7) Healthcare, Physicals, Drug & Alcohol Testing	25,000
8) Employee Assistance Program	12,000
9) Supervisor / Manager / Employee Training	200,000
10) Exams for Classified Positions	75,000
11) Housing and Building Plans Examinations	75,000
12) Lakewood Jail Medical Services	80,000
13) Band Concerts	20,000
14) Municipal Engineering Consultant	25,000
15) Debt Issuance Costs	250,000
16) Integrated Wet Weather Plan Professional Services	1,100,000
17) Administrative Professional Services	400,000

18) Professional Services related to Lakewood Hospital	500,000
Sub-Total	\$3,214,500

Services contracts included in the 2020 Budget are as follows:

1) Government Agreements (WEEB)	120,000
2) Government Agreements (Pal of Pal/Pools; Reekport TIF)	800,000
3) Financial Institution Service Charges	60,000
4) Electronic Payment Services	375,000
5) Property & Liability Insurance Contracts	500,000
6) Workers' Comp Stop Loss Insurance	95,000
8) Life Insurance	20,000
8) Hospitalization and Health Care Benefit Services	8,500,000
9) Medical Claims Billing Service	100,000
10) Sentenced Prisoners Full Jail Service	200,000
12) Home Delivered Meals	25,000
12) Distribution System Leak Survey	40,000
13) Disposal of Screenings and Grit (WWTP)	15,000
14) Excavation Spoils Removal	80,000
15) Roll of Box for Street Sweeping	60,000
16) Solid Waste Disposal Site	900,000
17) Organic Waste Disposal	125,000
18) Waste Collectors – Condominiums	125,000
19) Biosolids Disposal	125,000
20) Roll-Off Box for Construction Debris	80,000
21) Site to Receive & Process Yard Waste	60,000
22) Lab Analysis Service	40,000
23) Citywide Computer Hdwre Op. Sys., & Software Maint Contracts	800,000
24) Communications Services	150,000
25) Water Meter Program Maintenance	20,000
26) Telephone Service	95,000
27) Cellular Phone Service	250,000
28) HVAC Maintenance	125,000
29) Elevator Maintenance	25,000
30) Fire Alarm Maintenance	50,000
31) Copier Maintenance Service	30,000
32) Postage, Mailing Services, Equipment Lease/Maintenance	300,000
33) Rental and Laundry of Uniforms	45,000
34) Advertising	30,000
35) Printing Services	165,000
36) CRIS/LEADS Fees	20,000
37) Parking Citation Billing Service	50,000
38) Fireworks Display	40,000
39) Transportation Services	130,000
40) Lakewood Hospital Demolition, Hazmat Abatement & Site Prep	4,000,000



41) Cove Church Design, Hazmat Abatement & Site Prep .....600,000  
 Sub-Total .....\$19,370,000

Materials, supplies, and equipment authorized for purchase under the 2020 Budget are as follows:

- 1) Sand and Aggregate.....45,000
- 2) Concrete Supplies .....65,000
- 3) Asphalt Materials .....50,000
- 4) Asphalt Cold Patch .....25,000
- 5) Crack Sealant .....40,000
- 6) Road Salt (Sodium Chloride).....335,000
- 7) Fire Hydrants, Sewer and Water Appurtenances.....150,000
- 8) Water Meter Supplies & Materials .....40,000
- 9) Sign Shop-Supplies, Blanks & Reflective Material .....130,000
- 10) Polymer Flocculants .....30,000
- 11) Wastewater Treatment Chemicals .....150,000
- 12) Tires and Road Service.....95,000
- 13) Automotive Repairs, Parts and Supplies .....625,000
- 14) Oil and Lubricants .....40,000
- 15) Fuel (Gasoline and Diesel) .....500,000
- 16) Purchase Uniforms and Gear - Public Works .....25,000
- 17) Electrical Supplies .....50,000
- 18) Hardware Supplies.....45,000
- 19) Janitorial Supplies.....55,000
- 20) Landscape Materials.....45,000
- 21) Building Supplies.....130,000
- 22) Plumbing Supplies .....45,000
- 23) Pool Supplies - Chemicals .....55,000
- 24) Small Tools and Equipment.....130,000
- 25) Prisoner Food Supplies.....25,000
- 26) Purchase Uniforms & Gear - Safety Forces.....100,000
- 27) Ammunition.....40,000
- 28) Office Supplies.....45,000
- 29) Computer Supplies.....10,000
- 30) Computer Software.....45,000
- 31) Communications Equipment .....100,000
- 32) Paper Supplies .....15,000
- 33) Lease Copier Equipment.....35,000
- 34) Subscriptions/Publications .....30,000
- 35) Reforestation.....250,000
- 36) Police Operating Equipment.....150,000
- 37) Fire/EMS Operating Equipment .....150,000
- 38) Waste Water Treatment Plant Operating Equipment .....200,000
- 39) Fitness Equipment/Devices .....15,000

Sub-Total .....\$4,110,000  
 Total.....\$26,694,500

Section 2. That, contracts for supplies, services and equipment in excess of \$7,500 and for professional services in excess of \$5,000 shall not be awarded except as approved herein or further approved by Resolution of Council.

Section 3. The Third Amended Charter published in the Codified Ordinances is the official charter of the City of Lakewood.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least two thirds of the members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: 3/16/2020

Don O'Malley  
 President

Moursem M. H. Bach  
 Clerk

Approved: 3/18/2020

Myah F. George  
 Mayor



Placed on 1st reading and  
referred to Finance 11/18/19;  
2nd reading 12/2/19

Anderson, Bullock, George, Litten, O'Leary,  
O'Malley, Rader

BY:

ORDINANCE NO. 37-19

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force at the earliest period allowed by law, authorizing and directing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to advertise for bid and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood for the Wastewater System and Treatment Improvement Program in accordance with the Administrative Code of the City of Lakewood, contracts not to exceed the specified amounts shown without separate resolution of Council.

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this ordinance is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments in that certain capital improvements projects are to be undertaken beginning on or after January 1, 2020 in accordance with the Capital Improvement Plan for fiscal year 2020; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to engage architectural and/or engineering firms to provide professional services for the design, preparation of specifications, construction inspection, contract administration and to advertise for bids and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood, for the following Infrastructure Improvements, contracts not to exceed the specified amounts shown, except as hereinafter provided:

**Wastewater System and Treatment Improvement Program** \$7,500,000

Section 2. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to enter into contracts as set forth above in amounts not to exceed the specified amounts without further action from Council; and to enter into contracts in excess of specified amounts only upon consent of Council evidenced by adoption of a resolution specifying the authorized amount.

Section 3. The Third Amended Charter published in the Codified Ordinances is the official charter of the City of Lakewood.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least two thirds of the members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: 12/16/2019

  
President of Council

  
Clerk of Council

  
Mayor

Approved: 12-18-19

Placed on 1st reading and  
referred to Finance 11/18/19;  
2nd reading 12/2/19

ORDINANCE NO. 40-19

BY: Anderson, Bullock, George, Litten, O'Leary,  
O'Malley, Rader

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force at the earliest period allowed by law, authorizing and directing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to advertise for bid and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood for the purchase of Vehicles, Machinery and Equipment in accordance with the Administrative Code of the City of Lakewood, contracts not to exceed the specified amounts shown without separate resolution of Council.

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this ordinance is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments in that certain capital improvements projects are to be undertaken beginning on or after January 1, 2020 in accordance with the Capital Improvement Plan for fiscal year 2020; now, therefore

#### BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, and the Director of Finance are hereby authorized and directed to advertise for bids and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood, for the following vehicles and equipment, contracts not to exceed the specified amounts shown, except as hereinafter provided:

Vehicles, Machinery and Equipment \$3,100,000

Section 2. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to enter into contracts as set forth above in amounts not to exceed the specified amounts without further action from Council; and to enter into contracts in excess of specified amounts only upon consent of Council evidenced by adoption of a resolution specifying the authorized amount.

Section 7. The Third Amended Charter published in the Codified Ordinances is the official charter of the City of Lakewood.

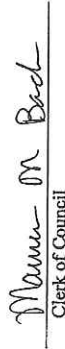
Section 8. It is found and determined that all formal actions of this Council concerning

and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 9. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least two thirds of the members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: 12/16/2019

  
President of Council

  
Clerk of Council

Approved: 12-18-19

  
Mayor